delivery, elevation, * * * and handling of property transported". The carrier's services as warehouseman are therefore a part of the "transportation" by the words of the act itself, and its duties and liabilities as such warehouseman are determined by the Act. *C. C. C. & St. L. Ry.* v. *Dettlebach,* 239 U. S. 588, 14 MICH. L. REV. 497. In that case the carrier's liability for goods destroyed while in its possession as warehouseman was limited to the value agreed in the bill of lading. It is also clear that with respect to the services governed by the Federal Statute, the parties are not at liberty to alter the terms of service as fixed by the filed regulations. *Kansas So. Ry.* v. *Carl,* 227 U. S. 639; *Chi. Alton Ry.* v. *Kirby,* 225 U. S. 155; *Atchison etc. Ry.* v. *Robinson,* 233 U. S. 173. It would seem therefore that the terminal services incident to an interstate shipment are within the Act, and the conditions of liability while the goods are retained in the warehouse, are stipulated in the bill of lading under the filed regulations, the conditions thus fixed are controlling until *actual* delivery of the goods to the consignee, and the parties cannot substitute therefor a special contract. In arriving at this conclusion, the court extends the doctrine of the *Dettlebach* case, but the decision is undoubtedly in harmony with previous cases.

CARRIERS—CONNECTING CARRIER NOT LIABLE UNDER BILL OF LADING ISSUED BY IT.—Plaintiff delivered sheep for interstate shipment to the X railway, which issued a bill of lading to plaintiff. The X railway delivered the sheep to the defendant, a connecting carrier, to whom the first bills of lading were surrendered, and new bills of lading were issued by the defendant. The shipment was damaged while in the hands of the subsequent connecting carrier. The plaintiff sued defendant carrier for the loss, contending that by issuing new bills of lading the defendant had become an "initial" carrier within the meaning of the CARMACK AMENDMENT, and hence was liable for losses occurring anywhere en route. But the court *held,* that the "initial" carrier within the meaning of the act is the one first receiving the property for interstate shipment; and that the purpose of the act—to localize responsibility—would be defeated if every connecting carrier who saw fit to issue a new bill of lading could be held liable as an initial carrier merely by issuing such bill of lading. *Looney* v. *Oregon Short Line Co.,* (Ill. 1916) 111 N. E. 509.

The Appellate Court (192 Ill. App. 273) had held the defendant liable as an initial carrier within the meaning of the CARMACK AMENDMENT. The reversal of this decision by the Illinois Supreme Court, brings the case in accord with *Hudson* v. *Chi. St. Paul, etc., Ry.,* 226 Fed. 38. See 14 MICH. L. REV. 243.

CARRIERS—RECONSIGNING CONNECTING CARRIER AS INITIAL CARRIER.—X made an interstate shipment of potatoes. The consignee having failed to honor drafts drawn on him, X ordered the potatoes to be reconsigned to the plaintiff, while they were in the hands of the defendant, a connecting carrier. The defendant agreed to reconsign the potatoes to the